



TO: Chairman Pringle and Authority Members

FROM: Mehdi Morshed, Executive Director
Carrie Pourvahidi, Chief Deputy Director

Date: October 30, 2009

RE: Agenda Item 10 – Program Management Oversight Services

Background

During the process of developing the Program Management Request for Qualification (RFQ), in July 2006, the Board expressed concerns regarding adequacy of oversight for the Program Management work. At that time Authority staff was directed to pursue the procurement of Program Management Oversight (PMO) services to ensure that the team selected as the Program Manager, Parsons Brinckerhoff, was performing its duties, as prescribed and negotiated by the Authority staff, with due diligence and professionalism to achieve the goal of timely delivery of the high-speed train project.

On January 29, 2007 the Board approved the release of a Request for Proposal (RFP) for PMO services. Authority staff fulfilled the procurement process as mandated by the California Public Contract Code and prescribed in the State Contracting Manual. At the June 27, 2007 Authority meeting the Board approved the staff recommended selection of Carter Burgess for the PMO services. After a lengthy contract approval process the agreement with Carter Burgess was fully executed in September 2007, where upon Carter Burgess began the review of the Program Management teams (Parsons Brinckerhoff) scope, schedule and budget. In December 2008, after multiple discussions with the PMO team, it was determined the PMO team was not the right group to carry out the task of the PMO work and their contract was terminated.

In April 2009 Authority staff re-issued the RFP for PMO services. Following state contracting procedures staff reviewed and interviewed qualified firms, which resulted in the recommendation and approval of Lim & Nacimiento Engineering (LAN) at the June 4, 2009 Authority meeting. Authority staff was in the process of finalizing and executing the contract with LAN when we were informed that the firm, LAN, had been acquired by AECOM (AECOM, who is the prime contractor on two regional sections - Sacramento – Fresno and the Altamont Corridor and serve as subcontractors on a number of other regional sections). Due to the relationship between the PM (Parsons Brinckerhoff) and the regional teams (AECOM, etc.) it was determined that a conflict of interest existed and LAN resigned from the PMO contract.

Authority staff re-evaluated the needs for PMO services and determined that due to the heavy emphasis on design, engineering and environmental review needed for this contract, the proper procurement method for

this work was a Request for Qualifications (RFQ) process. The RFQ selection process is used for the procurement of private architectural, landscape architectural, engineering, environmental, land surveying, or construction management firms. The RFQ selection process focuses the evaluation on the demonstrated competence and the professional qualifications necessary for the performance of the services required at a fair and reasonable price.

Scope of Work & Contract Terms

The Scope of Work will comprise of specific tasks agreed upon annually by the PMO and the Authority. In general, the PMO will provide high level services necessary for the performance review of the Program Manager (Parsons Brinckerhoff). The PMO will furnish to the Authority such professional and other services relating to the reviewing of PMs products; reviewing compliance with agreed upon budget and schedule objectives, and generally assessing the appropriateness of methods and procedures employed to progress the project. The PMO must also have access to technical resources for the review of civil and systems deliverables to establish conformance with project goals. The PMO will act as an extension of Authority staff to provide the performance evaluation and review function for the services and products provided by the PM. The PMO's scope includes but is not limited to, the monitoring of the project to determine if the project is on schedule, within budget, proceeding in conformance with approved work plans, staffing plans, and other agreements and is being implemented efficiently and effectively, additionally the PMO is encouraged to provide other ideas, suggestions and recommendations that add value to the overall delivery of the California high-speed train system.

The term of the contract will begin as early as November 16, 2009 and concludes June 30, 2013, which coincides with the contract term of the PM. The overall contract value is not to exceed \$8,000,000.00. The PMO is required to prepare annual work programs and budgets to the Authority in April of each year for review and negotiation with Authority staff.

Discussion

Authority staff issued a RFQ (Attachment 1) for PMO services on September 21, 2009. The deadline for submittal of Statement of Qualifications (SOQ's) was October 13, 2009. The Authority received proposals from the following nine firms:

- Anil Verma Associates, Inc.
- Booz/Allen/Hamilton
- Hill International
- L. Pacific Group, Inc
- LS Gallegos
- PGH Wong
- TSG One Stop

- TY-Lin International
- Worley Parsons

Based on the review of all the submitted written SOQs, by an evaluation committee consisting of Carrie Pourvahidi, Dan Leavitt, Carrie Bowen, Kent Riffey, Bob Doty (Caltrain), and Lam Nguyen (Caltrans), the following firms were invited to present their qualifications and proposals in oral interviews on October 28, 2009 in Sacramento:

- Booz Allen Hamilton
- LS Gallegos
- Hill International
- PGH Wong
- TYLIN International

At the conclusion of the oral interviews the firms were ranked according to the evaluation criterion provided as part of the RFQ. Based on the cumulative score the ranking of the firms are as follows:

- Rank 1: TY Lin International
- Rank 2: Hill International
- Rank 3: PGH Wong
- Rank 4: Booz/Allen/Hamilton
- Rank 5: LS Gallegos

Pursuant to Authority policy (Attached), negotiations with the top ranked firm, TY Lin International, will be scheduled as soon as possible. The Executive Director will negotiate with the top ranked firm and will attempt to reach a satisfactory contract with fair and reasonable compensation. If the Executive Director is unable to do so, then negotiations will be terminated and the Executive Director will begin negotiations with the next highest ranked firm. The firm with which the Executive Director is able to reach a satisfactory contract is expected to make a brief presentation and will be available for questions at the December Board meeting.

Recommendation

The staff recommends that the Authority delegate to the Executive Director the authority enter into contract for the Program Management Oversight work with the highest-ranked firm with which he has been able to reach a satisfactory contract with fair and reasonable compensation once negotiations have been successfully completed.



**CALIFORNIA
HIGH-SPEED RAIL
AUTHORITY**

Contract Award Procedures for Request for Qualifications (RFQs)

The following is the board adopted policy for awarding Architectural and Engineering (A&E) contracts utilizing the RFQ procurement process (approved March 2, 2007: Vote 8-0):

1. A Scope of Work is prepared by the staff based on need.
2. A final draft of RFQ is submitted to the Board one week prior to a board meeting.
3. After review and comment, the Board approves the Scope of Work and the RFQ.
4. The RFQ is advertised and the staff receives and evaluates the Statements of Qualifications (SOQs), including those SOQs on file with the Authority.
5. An evaluation committee is formed of at least five individuals with a minimum of two persons who shall be state, regional or local public employees familiar with transportation issues.
6. The evaluation committee reviews and scores the submitted SOQs based on published criterion and selects at least three (3) firms to participate in oral discussions of their qualifications and their approach to completing the work. At the conclusion of the oral discussions the evaluation committee will recommend to the Executive Director a ranking of firms "1", "2" and "3".
7. The Executive Director enters into negotiations beginning with the firm ranked "1". If negotiations are not successful, the Executive Director will enter into negotiations with the next highest ranked firm. After completion of successful negotiations, the Executive Director submits his/her recommendation to the board.
8. The board receives the recommendation and accepts or rejects the recommendation.
9. If the board rejects the recommendation a new RFQ is issued.
10. Upon approval of the Executive Director's recommendation by the Board, the Executive Director is authorized to enter into contract with the selected firm. Final contract terms are prepared with assistance by legal counsel.
11. Once all the terms and conditions are accepted by the contractor and reviewed by legal counsel and the Executive Director, the Executive Director will execute the contract on behalf of the Board.
12. The Executive Director may execute any contract amendment provided that it is consistent with the Scope of Work and budget and promptly transmits written notice to all board members.

ATTACHMENT 1
State of California
California High Speed Rail Authority

Request for Qualification Notice
Program Management Oversight

Number HSR09-09

Special Note: Address all questions concerning this Request for Qualifications (RFQ) in writing to the attention of Vickie Janek at vjanek@hsr.ca.gov or by fax (916) 322-0827.

Persons intending to submit SOQs for this contract may not contact or discuss any items related to this process with any board member or Authority staff. All questions or communications related to this contract shall be addressed to Ms. Janek, through letter, fax or email. All questions and responses for the Authority will be posted on the Authority website at www.cahighspeedrail.ca.gov and on www.bidsync.com for the benefit of all participants.

The integrity of the selection process is of the utmost importance to the Authority. Failure to comply with the stated process will most likely result in disqualification.

I. GENERAL INFORMATION

- A. The State of California, California High-Speed Rail Authority (Authority) is requesting Statements of Qualifications from qualified firms that may lead to the award of a contract for the Program Management Oversight (PMO) services.
- B. The purpose of this RFQ is to retain a qualified firm, or firms, working under the direction of the Authority, to serve as PMO consultant and assume a performance evaluation role of the Program Management Consultant (PMC) on behalf of the Authority.
- C. The estimated contract amount is \$8,000,000.00.
- D. The estimated contract term is October 15, 2009 – June 30, 2013.
- E. A bidder's conference will not be held. Questions regarding this RFQ must be submitted in writing. Only those written questions received by 4:00PM on September 28, 2009 will be responded to.
- F. Interviews will be held in Sacramento, CA on October 22, 2009. The selection process will be based on the evaluation of the written and oral proposals (See Section VII. Contractor/Team Selection).

Key RFQ Dates:

09/21/09	Final RFQ advertised and released on the State Contract Register and issued to prospective respondents.
09/28/09	Written Question Submittal Deadline
10/13/09	Statements of Qualifications due to Authority's office by 4:00 PM
10/26/09	Oral interview in Sacramento, CA
10/28/09	Participants notified of the results of the selection process
11/05/09	The Authority's Board will review staff's recommendation

II. INTRODUCTION

The California High Speed Rail Authority (Authority) is issuing this Request for Qualifications (RFQ) to engage a Program Management Oversight Consultant (PMO) in connection with the California High Speed Train System (HST).

III. BACKGROUND

Implementing a high-speed train network in California is the sole and exclusive responsibility of the nine-member California High-Speed Rail Authority (Authority) established by Chapter 796 of the Statutes of 1996 (SB 1420/Kopp and Costa). The Authority is responsible for preparing a plan, conducting environmental studies, design, construction and operation of a high-speed passenger train network in California.

The HST will provide for state-of-the-art, statewide, high performance passenger rail service comprising 800 route miles. The Authority has proposed high-speed train service between the major metropolitan centers of the San Francisco Bay Area, Sacramento in the north, through the Central Valley, to Los Angeles and San Diego in the south. The proposed high-speed rail system is projected to carry 94 million passengers annually by the year 2030.

The service plan is based on the application of proven high speed steel wheel/steel rail technology which has been service-proven in Asia and Europe. A fully integrated design approach facilitates a very high level of service in terms of comfort, reliability, safety and speed. The system will operate at speeds in excess of 200 mph on a mostly dedicated, fully grade-separated track making extensive use of tunneling and elevated structures to achieve an ideal alignment and profile.

To comply with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), a Final Program EIR/EIS has been prepared. The Authority is both the project sponsor and the lead agency for purposes of the state CEQA requirements. The Federal Railroad Administration (FRA) is the lead agency for compliance under NEPA.

The broad implementation strategy of the Authority is to use a lean permanent staff with extensive use of outsourcing for both professional and project delivery services. A Program Management Consultant (PMC) will have overall management responsibility and is charged with the development and execution of the implementation strategy (i.e. design and construction staging and packaging, commissioning and operations). The PMC will work through eight Environmental and Engineering Consultants with specific geographic corridor responsibility and a number of specialty consultants to accomplish the project objectives. While the PMC is responsible for the oversight and review of all design engineers, constructors and specialty consultants, a Project Management Oversight Consultant (PMO) will be engaged to perform oversight and conduct performance evaluation and review of the PMC.

The Contractor/Team shall develop a work plan for approval by the Authority. The work plan shall include proposed overall methodology, plan, schedule, proposed components and personnel, and dollar budgets for the various components. This proposal must have defined milestones and deliverables that provide objective measures of performance.

FIGURE 1
STATEWIDE HST SYSTEM MAP



IV. SCOPE OF WORK

The Scope of Work will comprise specific tasks as agreed upon annually by the Program Management Oversight consultant (PMO) and the Authority. In general, the PMO will provide high level services necessary for the performance review of the Authority's Program Management Consultant (PMC). It is anticipated that the PMO will furnish to the Authority such professional and other services relating to the reviewing of PMC products, reviewing compliance with agreed-upon budget and schedule objectives, and generally assessing the appropriateness of methods and procedures employed to progress the project. A copy of the PMC scope of services described in the PM RFP is attached for reference (Attachment A). The PMO will act as an extension of Authority staff to provide the performance evaluation and review function for the services and products provided by the PMC. This work will be performed under the general direction of the Authority's Deputy Director; the PMO must have seasoned leadership in place with the requisite expertise, experience, and decision-making capability. The PMO's scope includes but is not limited to, the monitoring of the project to determine if the project is on schedule, within budget, proceeding in conformance with approved work plans, staffing plans, and other agreements and is being implemented efficiently and effectively. The PMO must also have access to technical resources for the review of civil and systems deliverables to establish conformance with project goals. While the tasks listed below constitute the work typically associated with this type of assignment on other large capital projects with similar characteristics, the Authority requests that the PMO proposers provide other ideas, suggestions and recommendations that add value to the activity of monitoring and evaluating the PMC services.

- A. **Implementation Plans:** The PMO shall develop and submit for review by the Authority implementation plans at both the broad contract level as well as the more detailed task levels that define the PMO management and technical approach, resources and delivery of services, deliverables, etc. that are intended to meet the Authority's objectives.
- B. **Project/Program Monitoring:** The PMO will provide continuous monitoring of the PMC performance and issue periodic reports which are structured in a modular form to facilitate executive level appraisals which can be used for the Authority Board and more detailed cuts for use by Authority staff. The PMO's responsibilities will include:
- budget and schedule review
 - review of project documents
 - frequent site visits
 - periodic attendance at progress meetings
 - interviews with key PMC and Authority personnel
 - appearance at board meetings as requested
 - preparation and publication of reports

Project management functions to be monitored include:

- timeliness of management decisions
- delegation of authority
- management of scope

- internal controls
- cost estimates and trends
- delivery of a quality product
- project security/safety

Other project management functions to be monitored include:

- contract packaging and sequencing
- quality assurance and control
- risk management
- change orders
- staffing and training
- claim avoidance
- value engineering
- system start-up
- environmental monitoring

C. Technical review: The PMO will also perform technical reviews of work methods and products. These reviews will be coordinated with critical milestones for engineering and design advancement of the HST project. The goal is to assure that the pre-design phase of the project being performed by the PMC is done at the highest level of care and utilizes the latest proven technology and methods. The PMO shall review the design criteria and preliminary designs with respect to some or all of the following in all key disciplines:

- appropriateness of the Annual Work Program scope and budgets for both the PMC and regional contracts.
- appropriateness of selected technical staff and levels of staffing
- review of organizational structure for Authority and Consultants
- the project's constructability
- efficiency of design directives and conceptual designs
- clarity and completeness of criteria and conceptual designs
- evidence of value engineering efforts, and review of the PMC project estimate
- practicality of operating plans
- efficiency of ROW acquisition strategy
- review of project documents
- review of policies and procedures

D. Programmatic review: Beyond compliance and performance monitoring and evaluation, the PMO will also be asked to perform programmatic reviews where the focus will be more on the management tools and means selected for accomplishment of the program. Some subjects might include:

- overall program cohesion and the extent to which the PMC is fulfilling the Authority's vision

- project management structure, staffing levels, and administrative procedures
- selection of tools and procedures for project management and control functions, along with quality and risk management
- extent of innovation for achieving efficiencies and schedule acceleration
- personnel development and performance techniques
- approach to resolution of regulatory and institutional obstacles
- utilization of existing State resources and competencies for realization of economies and schedule acceleration

V. DELIVERABLES

- A. The CONTRACTOR/TEAM shall produce the products and services necessary to meet the scope of work detailed above. Within thirty days of awarding the contract, the Authority and the CONTRACTOR/TEAM will agree upon specific deliverables and a timetable for their completion.
- B. The Authority may exercise review and approval functions through its Executive Director throughout the project for the specific products and deliverables listed herein.
- C. The CONTRACTOR/TEAM shall provide progress reports to the Authority every 30 days. The progress reports will include major milestones, project schedules, progress by task to date, description of the progress, including identification of problems, proposed solutions and revised completion dates if necessary. The progress will also indicate, in percentage form for each task, the amount of work completed and the budget expended to date.
- D. The CONTRACTOR/TEAM shall participate in meetings with appropriate agencies, groups, and consultants involved in this and other studies undertaken by the Authority to facilitate timely coordination of effort, identify and address issues of concern, and share information. The CONTRACTOR/TEAM will make presentations to the Authority board and others as directed by the Authority's Executive Staff.
- E. All models, data, products, charts, and other documents, hardcopy and electronic, prepared or assembled by CONTRACTOR/TEAM in connection with the service under this agreement shall be the property of the Authority, and copies and documentation shall be delivered to AUTHORITY within 15 working days upon completion of work or upon earlier termination of this agreement.

VI. STATEMENT OF QUALIFICATIONS REQUIREMENTS

A. Content

Cover Letter – A brief (1-2 page) discussion committing the team and the nominated personnel to this project (including the project manager), stating the term of effectiveness of the offer, and highlights of why this team should be selected for the assignment.

Executive Summary- A (4-6 page) summary of the key points of the Statement of Qualifications. The proposer should convey a thorough understanding of the objectives for project management oversight (PMO), the various components and how they evolve over the extended period of the project, and the work program required. The work program should be summarized at a high level and supporting references should be made to prior work experience of a similar nature. The CONTRACTOR/TEAM should highlight innovative and cost effective techniques used on other assignments and specific ideas envisioned for this assignment.

Project Understanding – A detailed discussion of the vision for the project and how the PMO function adds value and works toward the goal of achieving optimal efficiency for delivering this project to the public.

Organization and Management Plan - Describe the composition of the organization, how activities are assigned. Discuss how mobilization will be accomplished. Indicate specific personnel nominations on the chart for primary and technical support positions. Discuss how the organization and management plan evolves over the life of the project.

Work Program Narrative with Work Breakdown Structure (WBS) – Discuss in detail the work elements foreseen in the initial months based on the activity as described in the PM RFP scope of work. Be specific on the accomplishments that can be achieved in this first work program. Tie the narrative to a formal work breakdown structure and prepare the WBS so it can readily be used or converted to the contractual work scope for the first authorization. Further, provide a less detailed discussion of the work program conceived for the entire project and provide an accompanying summary level WBS.

Deliverables – Describe the format to be used for the monthly report of PMO findings and any other deliverables anticipated as part of the project scope.

Staffing Plan (level of effort and timing of all positions) – Provide a detailed staffing plan showing all positions needed to accomplish the first work program and also the following three years. Indicate the level of participation for each position by giving the hours budgeted over calendar time. Identify any individuals who will be based in Sacramento versus those who will be working from home office locations.

Resumes of all Proposed Personnel – Provide resumes in a universal format for all positions identified in the project organization. Resumes should be keyed to the respective positions on the organization plan and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Any individual proposing project management services shall provide evidence that the individual carrying out onsite responsibilities have expertise and experience in architectural, landscape architectural, engineering, environmental, and land surveying services. Construction project management services need to be provided by a licensed architect, registered engineer, or licensed general contractor for oversight of construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and

general management and administration of a construction project. A summary chronology of employment history including dates and title at each firm, must be included in the resume. The resumes should be preceded with a content sheet showing the resumes and keying them to the organization chart.

References - Provide names, addresses, and telephone numbers for at least three clients for whom the prospective Contractor/Team had performed work similar to that proposed in this request. A summary statement for each assignment shall be provided. If applicable, provide names, address and telephone numbers of your last three (3) State contracts.

Subcontracts - If subcontractors are to be used submit a description of key personnel or firm and the work to be done by each subcontractor. The cost of the subcontract work is to be itemized in the cost proposal as described below. Subcontractors are subject to the same provisions as "Resumes of all Proposed Personnel" above.

Conflict of Interest - The prospective Contractor/Team shall disclose any financial, business, or other relationship with the California High-Speed Rail Authority, the High-Speed Rail Commission, the Business, Transportation and Housing Agency, or the California Transportation Commission that may have an impact upon the outcome of the contract. The prospective Contractor/Team shall also list current clients who may have a financial interest in the outcome of the contract. The selected Contractor/Team may be required to file a financial Disclosure Statement in accordance with the Authority's Conflict of Interest Code.

Nondiscrimination - The prospective Contractor/Team must certify compliance with nondiscrimination requirements of the State pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective Contractor/Team's signature affixed to and dated on the cover letter shall constitute a certification under penalty of perjury under the laws of the State of California that the propose has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulation, Section 8103.

B. Cost Proposal

In response to this RFQ, the prospective Contractor/Team shall prepare a detailed cost proposal for the work to be performed. The Cost Proposal shall detail personnel to be utilized, their respective billing rates, and the hours required to conduct the oversight, as well as a cost breakdown by task. Additionally, the cost proposal shall **itemize** all other direct and indirect costs that will be charged to the Authority including **travel charges** that will be involved in providing the PMO services and included in the bid amount. Any direct costs that will exceed \$2,000 will require prior approval from the contract manager.

Cost proposals shall follow the format provided in Attachment B, and shall be submitted with the Statement of Qualifications. The cost proposal will be rated and thereby included as part of the evaluation of the SOQ and Oral Interview see Attachments C and D.

The breakdown of subcontract costs shall follow the same format provided in Attachment B.

C. Signature

SOQ and cost proposal shall be transmitted with a cover letter that must be signed by an official authorized to bind the CONTRACTOR/TEAM contractually and shall contain a statement to the effect that the SOQ is a firm offer for a 90-day period. The letter accompanying the SOQ shall also provide the following: Name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company.

This cover letter constitutes certification by the prospective Contractor/Team, under penalty of perjury, that the prospective Contractor/Team complies with nondiscrimination requirements of the State as specified above. An unsigned SOQ or one signed by an individual not authorized to bind the CONTRACTOR/TEAM will be rejected.

D. Questions

A bidders conference **will not** be held. Questions regarding this Request for Qualifications must be submitted in writing. Only those written questions received by 4:00PM on September 28, 2009 will be answered.

Written questions should include the individual's name, the name of the firm and address and must reference RFQ No. HSR09-09. Questions should be sent to the following address:

Mailed to:
California High-Speed Rail Authority
Attention: Vickie Janek
925 L Street, Suite 1425
Sacramento, CA 95814
(916) 324-1541
(916) 322-0827 FAX
vjanek@hsr.ca.gov

Written responses to all questions will be posted on the Authority's website and bidsync for the benefit of all participants.

VII. CONTRACTOR/TEAM SELECTION

A. Statement of Qualifications Review

Each SOQ will be reviewed to determine if it meets the requirements contained in Section VI above. Failure to meet the requirements for the Request of Qualifications will cause rejection of the SOQ.

The Authority may reject any SOQ if it is conditional, incomplete, or contains irregularities. The Authority may waive an immaterial deviation in a SOQ. Waiver of an immaterial deviation shall in no way modify the Statement of Qualifications documents or excuse the

CONTRACTOR/TEAM from full compliance with the contract requirements if the CONTRACTOR/TEAM is awarded the contract.

B. Statement of Qualifications Evaluation

An evaluation committee will evaluate those SOQs that meet the RFQ requirements. The technical evaluation will be based on the criteria shown on Attachment C. To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

Oral interviews will be separately evaluated based on criteria shown on Attachment D. The contract will be tentatively awarded to the CONTRACTOR/TEAM receiving the highest score from the committee at the Oral Interviews, pending approval by Authority and approval from the Department of General Services - Office of Legal Services.

The prospective Contractor/Team is advised that should this Request for Qualifications result in award of a contract, the contract will not be in force until it is approved and fully executed by the State.

VIII. CONTRACT PROVISIONS

A. Contract Provisions

Provisions that may be applicable upon execution of this contract:

1. Contractor/Team Name Change

An amendment is required to change the Contractor/Team's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

2. Recycling Certification

The Contractor/Team shall certify in writing under penalty of perjury, the minimum, if not the exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in material, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code, Sections 12161 and 12200. Contractor/Team may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354.)

3. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

4. Contractor/Team's Reports and/or Meetings

The Contractor/Team shall submit progress reports at least once a month to allow the Contract Manager to determine if the Contractor/Team is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so that remedies can be developed. The Contractor/Team shall meet with the Contract Manager as needed to discuss progress on the contract.

Prior to completion of the contract, the Contractor/Team shall hold a final meeting with the Contract Manager to present findings, conclusions and recommendations and shall submit a comprehensive final report on the project.

5. Period of Performance

This contract shall begin on *October 15, 2009* contingent upon approval by the State, and terminate on *June 30, 2013*.

6. Allowable Costs and Payments

The method of payment for this contract will be based on billing rates. The State will reimburse the Contractor/Team at the current billing rates, the billing rates shall include direct labor costs, employee benefits, overhead and profit. All other direct costs will be reimbursed based on actual cost.

Transportation and subsistence costs shall not exceed rates authorized to be paid State employees under current State Department of Personnel Administration rules.

Progress payments will be made monthly in arrears based on services provided and actual costs incurred. The State will withhold 10% of each progress payment. The retention amount will be paid to the Contractor/Team after the State has evaluated the Contractor/Team's performance and made a determination that all contract requirements have been satisfactorily fulfilled.

The Contractor/Team shall not commence performance of work or services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this contract.

The Contractor/Team will be reimbursed as promptly as fiscal procedures will permit upon receipt by the Contract Manager of itemized invoices in triplicate. Invoices shall reference this contract number and project title and shall be mailed to the Contract Manager at the following address:

California High-Speed Rail Authority
Attention: *Vickie Janek*
925 L Street, Suite 1425
Sacramento, CA 95814

Invoices shall follow the format stipulated in the cost proposal. The invoice shall breakout all payments to subcontractors identified in the contract during the invoice period. If none were made, the invoice shall state "No work was performed by subcontractors during this period".

7. Termination

The State reserves the right to terminate this contract upon thirty calendar (30) days written notice to the Contractor/Team.

8. Funding Requirements

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this contract in any manner.

It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The State has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

9. Change in Terms

This contract may be amended or modified only by mutual written agreement of the parties.

There shall be no change in the Project Manager or key members of the project team without prior written approval by the Contract Manager.

10. Nondiscrimination

During the performance of this contract, Contractor/Team and its subcontractors shall not unlawfully discriminate, harass or allow any harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor/Teams and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor/Team and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2,

Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor/Team and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor/Team shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

10. MBE/WBE Participation (No Goals)

The State has established no goals for the participation of MBE/WBE for this contract (no federal funding is expected for this contract). However, California has a diverse mixture of cultures and interests; therefore, the proposer needs to be sensitive towards reaching and including these populations when developing their teams.

11. DVBE Participation (3%)

This contractor is subject to the participation goals for disabled veteran business enterprises (DVBE) as set forth in PCC Sections 10115, et seq. The participation goal is 3 percent for DVBE. Periodically updated DVBE resource information is available on the OSBCR internet home page: <http://www.dgs.ca.gov/osmb>. DVBE goals achieved are expressed as a total participation dollar amount claimed by a DVBE, and are identified on Form STD. 840 (Attachment F) attached to the Contractor's bid/cost proposal.

12. Maintenance of Records

The contracting parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

13. Disputes

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor/Team shall submit to the State's project manager a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision.

Contractor/Team's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, Contractor/Team shall include with the written demand a written statement signed by a senior company official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which Contractor/Team believes the State is liable. The Project Manager will arrange for the assignment of a State official not having a direct role in the administration of this Agreement to hear and decide the dispute. The Contractor/Team may present

documentary or other evidence and arguments in support of its position. The State's representative shall make a decision in writing within 30 days of the Contractor/Team's notice. Such decision shall be final and conclusive unless shown to be arbitrary, capricious, or grossly erroneous. The decision may encompass facts, interpretations of the contract, and determinations or applications of law.

Pending final resolution of any dispute arising under, related to or involving this contract, Contractor/Team agrees to diligently proceed with the performance of this contract, including the delivery of goods or providing of services. Contractor/Team's failure to diligently proceed shall be considered a material breach of this contract.

14. Subcontracting

The Contractor/Team shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the State's Contract Manager, except that which is expressly identified in the Contractor/Team's cost proposal/SOQ. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the State's Contract Manager in advance of assigning work to a substitute subcontractor.

15. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, the Contractor/Team hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor/Team within the immediately preceding two-year period because of the Contractor/Team's failure to comply with an order of a Federal court that orders the Contractor/Team to comply with an order of the National Labor Relations Board.

16. Evaluation of Contractor/Team

The Contractor/Team's performance, as required by this contract, will be evaluated and if negative findings are made, will be reported to the Department of General Services Legal Office.

17. Drug-Free Workplace Certification

By signing this contract, the Contractor/Team hereby certifies under penalty of perjury under the laws of the State of California that the Contractor/Team will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)

B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- the dangers of drug abuse in the workplace,
- the person's or organization's policy of maintaining a drug-free workplace,
- any available counseling, rehabilitation and employee assistance programs, and
- penalties that may be imposed upon employees for drug abuse violations.

C. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:

- will receive a copy of the company's drug-free policy statement and
- will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor/Team may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: 1) the contract has made a false certification or, 2) violates the certification by failing to carry out the requirements as noted above.

18. Conflict of Interest

The following laws apply to entities doing business with the State of California:

A. Current State Employees (PCC 10410):

- No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- No officer or employee shall contract on his or her own behalf as an independent Contractor/Team with any state agency to provide goods or services.

If Contractor/Team violates any provision of above paragraphs, such action by Contractor/Team shall render this Agreement void (PCC 10420).

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem (PCC 10430(e)).

B. Former State Employees (GC 87406)

1. Government Code 87406 (d)(1) prohibits a former State officer or employee from entering into a contact with any State agency if,
 - He or she was a designated employee by the same State agency in a position in the same subject area(s) as the proposed contract within the 12 month period prior to his or her separation.
2. Representation includes any formal or informal appearance, or oral or written communications to the Authority or to any of its officers or employees. This would include participation at presentations or interviews, attendance at scoping meetings, participation in negotiations and direct involvement in cost proposal and audit activities. See Government Code section 87406 subparagraph(d) subpart(1).
3. The categories of former Authority employees to whom the prohibition applies are any one or more of the following:
 - A “Designated Employee” as defined in the Government Code Section 82019, to include any officer or employee whose position with the Authority:
 - i. Was exempt for the State Civil Service System.
 - ii. Involved the employee in the functions of:
 - Negotiating or signing any competitive awarded contract
 - Decision making in conjunction with the competitive award process
 - Decision making on Emergency Force Account contracts awarded under Public Contract Code Sections 10122.
4. Former Authority employees, included former retired annuitants, proposed in the submittal who meet the criteria above will not be allowed to participate as a proposed team member for this contract.
5. Violation by consultant(s) of any provisions found in the paragraphs above, shall render every contract or other transaction entered into void unless the violation is technical and non-substantive.

Information regarding conflict of interest as stated in above reference Government Codes may be viewed by visiting the web site: <http://www.leginfo.ca.gov/calaw.html>.

19. Labor Code / Workers Compensation

Contractor/Team needs to be aware of provisions that require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions and Contractor/Team affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700)

20. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, public regulating utility or governmental statutes or regulations superimposed after the fact. If a delay or failure to perform by the Contractor/Team arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor/Team and subcontractor, and without the fault or negligence of either of them, the Contractor/Team shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor/Team to meet the required performance schedule.

21. Taxes

The State of California is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor/Team or on any taxes levied on employee wages. The State will only pay for any state or local sales or use taxes on the services rendered to State pursuant to the contract.

B. Time Limits

The Contractor/Team shall start work on *October 15, 2009*, contingent upon approval of the contract by the State and notification to proceed by the Contract Manager. All aspects of the work provided for in the contract will be completed by *June 30, 2013*.

C. Contract Administration

The Contract Manager for this contract is:

Vickie Janek
California High-Speed Rail Authority
925 L Street, Suite 1425
Sacramento, CA 95814
Phone: (916) 324-9339

IX. GENERAL INFORMATION**A. Statement of Qualifications Submittal**

Responses to this Request for Qualifications shall be submitted with 6 copies of the Statement of Qualifications and Cost Proposal. SOQs must be received no later than 4:00 PM, October 13, 2009, addressed as follows:

MAILED TO:

California High-Speed Rail Authority
Attention: Vickie Janek
925 L Street, Suite 1425
Sacramento, CA 95814

HAND-DELIVERED TO:

California High-Speed Rail Authority
Attention: Vickie Janek
925 L Street, Suite 1425
Sacramento, CA 95814

The following information must be placed on the lower left corner of the submittal shipping package:

RFQ # HSR09-09
California High-Speed Rail Authority
Program Management Oversight Services
Firm: _____

B. Late Submittals

A SOQ is late if received at any time after 4:00 PM on October 13, 2009. SOQs received after the specified time will not be considered and will be returned to the proposer.

C. Modification or Withdrawal of SOQs

Any SOQ received may be withdrawn or modified prior to the SOQ submittal date by written request to the Authority by the prime consultant.

D. Schedule

The anticipated schedule of activities related to this Request for Qualifications is as follows:

Key RFQ Dates:

09/21/09	Final RFQ advertised and released on the State Contract Register and issued to prospective respondents.
09/28/09	Written Question Submittal Deadline
10/13/09	SOQ's due to Authority office by 4:00 PM
10/26/09	Oral interview in Sacramento, CA
10/28/09	Participants notified of the results of the selection process
11/05/09	The Authority's Board will review staff's selection

E. Property Rights

SOQs received within the prescribed deadline become the property of the State and all rights to the contents therein become those of the State. All material developed and produced for the Authority under this contract shall belong exclusively to the Authority. If the Contractor/Team should lose its ability to service the Contract with the Authority, the Authority shall retain the right to use said materials without further compensation to the Contractor.

F. Debriefings

Written or oral evaluation debriefings will not be given to unsuccessful SOQs. However, all SOQs and all evaluation and scoring sheets that are retained as a permanent State record shall be made available for public inspection.

G. Confidentiality

Prior to award of the contract, all SOQs will be designated confidential. After award of the contract all SOQs will become public record. Contracts are considered awarded after they are fully executed by both parties and approved by the Department of General Services. Any language purporting to render all or portions of the SOQs confidential will be regarded as non effective and will be disregarded.

H. Amendments to Request for Qualifications

The Authority reserves the right to amend the RFQ Notice by addendum prior to the final date of SOQ submission.

I. Non-Commitment of State

This RFQ does not commit the Authority to award a contract, to pay any costs incurred in the preparation of a SOQ to this request, or to procure or contract for services or supplies. The State reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Qualifications if it is in the best interests of the Authority to do so.

J. Public Domain

All products used or developed in the execution of any contract resulting from this request will remain in the public domain at the completion of the contract.

K. Inquiries

Inquiries concerning this Request for Qualifications should be directed to:

Vickie Janek
(916) 324-1541
vjanek@hsr.ca.gov

L. Small Business Preference

NOTICE TO ALL PROPOSERS: Section 14835, et seq. of the California Government Code requires that a five percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be verified by the State Office of Small and Minority Business. Questions regarding the preference approval should be directed to that office at (916) 322-7122.

Any proposer who wishes to claim the small business preference must complete the Small Business Preference Request, Form ADM 0384 included with this Statement of Qualifications as Attachment E and provide a copy of the OSMB certification approval letter to be eligible for such preference. The form and the copy of the certification approval letter must be included with the Cost Proposal.

Small business bidders shall be granted a preference consisting of five percent of the price component of the highest scored SOQ submitted by another bidder who is not certified as a small business.

ATTACHMENT A

SCOPE OF SERVICES

The Scope of services will comprise specific tasks as agreed upon annually by the PM and the Authority. In general, the PM will provide high level services necessary for the development of a detailed HST implementation strategy and the subsequent project management and technical direction of all the team members in the delivery of the infrastructure and the operating entity for the revenue service. It is anticipated that the PM will furnish to the Authority such professional and other services relating to the reviewing of statutes, codes and regulations, providing procurement services for the acquisition of professional services, construction and installation, rolling stock, systems supply and contract operations.

- E. The PM will provide comprehensive program management services under the general direction of the Authority but must have seasoned leadership in place with the requisite expertise, experience, and decision-making capability to operate somewhat autonomously. The PM will provide and be responsible for all functions necessary to ensure that the project is completed on time, within budget and in full compliance with the service delivery goals. The PM will be the primary day-to-day manager of the entire project. The PM will be responsible for supervising the project level environmental impact assessments for the various designated corridors, the planning and engineering and the construction and commissioning. The environmental, engineering, and construction services will be performed through other entities, but it will be the PM's responsibility to manage and coordinate this work to achieve an integrated project in the most cost-effective manner.
- F. The PM will be responsible for the project delivery strategy development. The PM will devise the construction phasing and contract packaging for the entire project drawing on industry experience with the most effective approaches and methods deployed. Every effort must be made to build the project in the shortest possible time so that the benefits can be realized as soon as possible. The design-build approach and other non-traditional delivery mechanisms, using contractor incentives to achieve schedule and cost savings, must be utilized to the maximum extent. The PM provides continuity throughout the project evolution and is responsible for monitoring, updating, and coordination of all aspects of the project and this will include as a minimum:
 - 1. Project Scoping
 - 2. Project Organization and Management Plan
 - 3. Public Education, Participation and Outreach Plan
 - 4. Regulatory Plan
 - 5. Financing Plan
 - 6. ROW Acquisition
 - 7. Budgeting
 - 8. Scheduling
 - 9. Project Accounting

10. Procurement
11. Contract Administration
12. Quality Management
13. Risk Assessment
14. Construction oversight
15. Project office mobilization
16. Any other activities required for the management of design, construction, testing and start-up, and revenue operation implementation

G. This project will progress through a number of phases yet to be completely defined by the PM. The broad phases comprise:

Phase I – PE for completion of EIR/EIS, Implementation Plan, FRA/HST Systems Compatibility Studies and FRA Rule, Right-of-Way acquisition and preservation, program phasing

Phase II – Final Design and Pre-Construction
Civil Works – Earthworks, Tunnels, Bridges and Viaducts
Systems – Trainsets, Communications and Train Control, Traction Power

Phase III – Construction and Preparation for Operations

Phase IV – Testing and Commissioning

An expanded description of the work for each phase of the project follows:

Phase I - PE for completion of EIR/EIS, Implementation Plan. During this phase, the PM will be accountable for:

- Establishment of a Project Office
- Development of a project implementation strategy and master plan
- Launch and management of the project level environmental work through a series of GEC consultants
- Development of a Right of Way assessment and acquisition program
- Development of a methodology for the performance and management of subsurface structural/geotechnical investigation

The PM must also establish those systems necessary to maintain control of the schedule, budget, documentation, procurement, construction contracting strategies, etc. so that project delivery tracks the established schedule and financial targets. All this work will be done in close collaboration with Authority staff.

Program Management Responsibilities

- A. **Project Management Plan (PMP)** Develop a PMP in accordance with generally accepted industry practice
- B. Prepare and maintain: 1) a master project schedule, 2) project estimate, and 3) financial and technical information system using contemporary software

applications and MIS technology to facilitate controlled access by all project participants for obtaining and updating information. All project information is to be integrated through the use of a master Work Breakdown Structure (WBS). The WBS will facilitate the periodic summarization of detailed cost and schedule information.

- C. Project Management and Control System (PMCS) - Implement a PMCS that enables the integrated monitoring and control of the entire project in terms of financial management, scheduling, document control and other status reporting functions. While the focus initially is Phase I, the PMCS should be chosen to accommodate expansion for use throughout the entire program.
- D. Risk Management Plan (RMP) - Develop program and management plan which identifies the potential risks which could threaten the timely and cost effective completion of the projected. Risks to be identified should include but are not limited to technical, financial, institutional, and legal. The RMP will include risk identification, risk assessment, risk allocation, and mitigation. The plan will be updated on a periodic basis.
- E. Project Insurance - Develop and recommend project insurance strategy through the evaluation of available alternatives and the review of successful approaches deployed elsewhere. When the need arises, prepare RFP for the solicitation of wrap-up insurance and manage the contract.
- F. Quality Management - Establish and implement a QA and QC plan for the work of the PM and a master plan for the project
- G. Public Education, Participation and Outreach – Assist and implement a public education, participation and outreach plan for a diverse stakeholder group throughout the project area.
- H. Design Standards and Coordination – Establish master standards for the project and establish procedures and systems to assure compliance and coordination
- I. Procurement and Contract Administration – Provide services to procure other services, equipment and construction for the total project implementation.
- J. The majority of the preliminary design work will be accomplished through the regional environmental/engineering contracts however the PM maybe required to perform additional design work or full design on specific elements. Unit costs for systems elements (signaling, communications, and electrification) and HST vehicles will be developed by the PM as well as engineering design criteria, operational analysis and costs.

Phase II – Design and Pre-Construction. During this implementation phase the PM will manage civil design, systems design (including trainsets), systems integration and any value engineering effort deemed appropriate. The performance measurement is a high-quality design which is delivered on time and within budget, that is constructible, biddable in accordance with the contracting strategy, and fully compliant with the Authority's service operating plan. Throughout this phase the PM continues to be responsible for maintaining schedule and cost control along with the quality and risk management. All systems prepared and launched during Phase I must be maintained. All required actions to prepare for timely construction and material acquisition must be undertaken as well.

Phase III – Construction and Preparation for Operations – The PM is responsible for the management of all construction contracts unless specifically excluded by the Authority and assigned to another entity or themselves. This does not relieve the PM of overall integration of the systems through the chosen contracting methodology. The PM will engage the services of one or more construction managers (CM's) to carry out the management task. The PM will also manage the GEC (civil designers) construction support activities. The PM continues to be responsible for maintaining schedule and cost control along with the quality and risk management. All systems prepared and launched during Phase I and used during Phase II must be maintained. A claims avoidance, defense and mitigation strategy is to be developed and proactively managed. During this phase the PM will also be responsible for recommending a rail operations contracting strategy and in close cooperation with the Authority, implement such a contract in order to allow the successful contractor to be a part of Phase IV, the testing and commissioning phase. The PM will insure that the contractors and the selected operator are working in an integrated manner to facilitate a smooth transition from construction and installation of systems to the commissioning phase. Testing and commissioning plans will be reviewed for schedule conformance and compliance with all systems integration, quality and risk management plans.

Phase IV – System Testing and Commissioning. The PM will actively manage all contractors directly or through assigned CM's to see that all systems and facilities are tested in accordance with approved plans, that any deficiencies are promptly addressed and corrected so that the operator is presented with a safe operating system that can deliver the performance established in the business plan. The PM must also see to it that all training documentation is delivered, as-builts are prepared and delivered, and training is accomplished according to plan.

**ATTACHMENT B
COST PROPOSAL FORMAT**

PART I:**TOTAL LABOR COSTS FOR THE PROJECT:**

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	<u>PROJECTED HOURS</u>	x	<u>BILLING RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
Subtotal						_____

TOTAL OTHER DIRECT COSTS FOR THE PROJECT:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

PART II:**LABOR COSTS BY TASK:**

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	<u>PROJECTED HOURS</u>	x	<u>BILLING RATE</u>	=	<u>TOTAL</u>
		_____		_____		_____
		_____		_____		_____
		_____		_____		_____
Subtotal						_____

OTHER DIRECT COSTS BY TASK:

Itemize the anticipated quantities and costs.

Subtotal _____

TOTAL COST: _____

CRITERIA FOR EVALUATION OF COST PROPOSALS**Cost Proposal and Budget Justification - (30 points for SOQ/30 points for +carryover for Oral)**

A score of up to 30 points may be earned based on the extent that the CONTRACTOR/TEAM's cost proposal and budget justification narrative is reasonable, consistent with the Project Work Plan and appropriately balances the commission, the per hour "fully loaded" fee charged, value of services offered, and pro bono services.

Reviewers will consider the following:

1. Extent to which the allocations of cost for each of the required work plan components is appropriately spread in the budget and is adequately justified in the budget narrative.

Weight: 0.40

2. The extent to which costs are reasonable and appropriate for the proposed scope of services and the value of the skills offered.

Weight: 0.30

3. Extent to which the per hour "fully loaded" fees charged are appropriate and reflective of industry standards.

Weight: 0.30

CRITERIA FOR AWARDING POINTS FOR THE STATEMENT OF QUALIFICATIONS AND ORAL INTERVIEWS:

For each category, points will be awarded based upon the following scale:

- | | | |
|-------------------------|---|----------------|
| 1. Exceeds requirements | = | 100% of points |
| 2. Meets requirements | = | 85% of points |
| 3. Slightly deficient | = | 60% of points |
| 4. Deficient | = | 40% of points |
| 5. Very deficient | = | 20% of points |

ATTACHMENT C

CRITERIA FOR EVALUATION OF STATEMENT OF QUALIFICATIONS¹

To qualify for an Oral Evaluation with the selection committee, the proposer must achieve a score of 85% or more.

	<u>Maximum Score</u>	<u>Actual Score</u>
1. GRASP OF PROJECT REQUIREMENTS	20	
Has the CONTRACTOR/TEAM demonstrated a thorough knowledge of the project in its current state of development and what is required to monitor and measure performance. Is there sufficient evidence of analysis to lend credibility to the PMO commitments made?		
2. ORGANIZATION AND MANAGEMENT PLAN	15	
Does the proposed project organization present a clear and logical framework. Is the management approach complementary and responsive to the RFQ requirements? Are all needed positions and areas of expertise covered? If PMO is a multi-firm team, are the firms well integrated; do they have prior experience working together? Does the PMO's staffing plan convey the proper level of response for the work at hand? Does it demonstrate a high level of commitment and resource availability?		
3. KEY PERSONNEL AND ROLES	10	
Are the personal qualifications and professional skills of the project manager, senior professionals and key discipline nominees appropriate for the roles assigned? Does the project manager have sufficient authority within his organization to effectively lead and manage the project?		
4. PROGRAM MANAGEMENT OVERSIGHT CAPABILITIES	15	
Has the PMO given clear evidence through narratives and examples of prior work that he has the capability to autonomously carry out the PMO for a project of this complexity and magnitude?		
5. WORK PROGRAM AND WBS	10	
Does the CONTRACTOR/TEAMS work plan demonstrate a clear understanding of the PMO requirements and the services requested in the RFQ? Are the task descriptions succinct yet sufficiently specific to define the scope-of-work and deliverables associated with each? Are the enumerated deliverables responsive to the stated need and the descriptions sufficiently clear to convey a thorough appreciation of the project challenges?		
6. COST (See Attachment B for cost criteria calculation)	30	
Total	100	

¹See Attachment E for detailed criteria for the award of points.

ATTACHMENT D

CRITERIA FOR EVALUATION OF ORAL INTERVIEWS¹

	Maximum Score	Actual Score
1. Statement of Qualifications (carry over) ²	20	
2. PRESENTATION AND TEAM COORDINATION Quality and appropriateness of the presentation; team structure; logic of the chosen speakers relative to project challenges; project manager control over the team	15	
3. PROJECT MANAGER PARTICIPATION Quality of presentation and responsiveness to questions; understanding of PMO challenges and requirements; perceived level of involvement with SOQ structure, content and presentation plan	10	
4. KEY STAFF PARTICIPATION Quality of presentations and responsiveness to questions; understanding of assignment challenges and requirements; perceived level of involvement with SOQs preparation.	10	
5. TEAM PARTICIPATION Quality of participation? Do members of the team work well together and give credibility to having worked together on similar projects? Does the team project cohesiveness in the way individuals relate to each other?	10	
6. UNDERSTANDING OF PROJECT Does PMO convey an understanding of the critical project success factors? Is the PMO able to provide evidence of prior project experience with challenges of this magnitude and complexity? Is the PMO candid about any project failings which have been instructive for addressing the particular needs of this project?	10	
7. COMPREHENSIVE VISION Is the PMO able to articulate a long term vision of how this project evolves from its current level to an operating system providing the level of service forecast in the CAHSRA business plan?	05	
8. COST (See Attachment B for cost criteria calculation)	20	_____
Total	100	_____

¹See Attachment E for detailed criteria for the award of points.

²SOQ carry over is calculated as follows:
(Total score on SOQ/100) x 20 possible points = Carry Over Points

ATTACHMENT E

SMALL BUSINESS PREFERENCE FORM

(Leave blank, if not applicable)

I wish to claim Small Business preference. I am registered with the State of California, Department of General Services, Office of Small and Minority Business.

Small business certification **letter** provided by State of California, Department of General Services, Office of Small and Minority Business **is attached**.

Small Business Number (not stamp number)

Signature

Title

Date

ATTACHMENT F

**Disabled Veterans Business Enterprise (DVBE)
Standard Form 840**

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 4-1-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

☐ **OPTION A – I commit to meeting the full DVBE Agreement participation requirement.** Complete STD. 840, Section A.

☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.** Complete STD. 840, Section A (for GFE Steps 4 & 5) and STD. 840 (REVERSE), Section B (for GFE Steps 1–3).

☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For Agreement participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD. 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid/proposal.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)		
	DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)
	Street Address, City, State, and Zip Code				
	OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:			
		Specific Goods and/or Services	Estimated \$ and/or % \$	%	Tier
	OR	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:			
	Date Contacted / /		DVBE Company Name		
	DVBE Contact Name & Reference #		Telephone Number () - ext.	Fax Number () -	E-mail (if available)
	Street Address, City, State, and Zip Code				
OR	<input type="checkbox"/> Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
	Specific Goods and/or Services	Estimated \$ and/or % \$	%	Tier	
OR	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:				

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Page 2, Section B to continue Good Faith Effort documentation ⇒

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

B Documentation of Good Faith Effort Steps 1, 2, and 3—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact (optional).

Date Contacted / /	Contact Name	Telephone Number () - ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the Certification Office for a list of California certified DVBEs.
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.ccr.gov/	<input type="checkbox"/> I searched the federal online database for California DVBEs.
Describe Result		

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - http://www.
Describe Result			

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - http://www.
Describe Result			

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /
Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (EST. 4-1-2003)

This document may be used as a continuation from Section A, STD. 840 (REV. 4-1-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

OR	<input type="checkbox"/> Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ %	Tier
	<input type="checkbox"/> No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (Rev. 4-1-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

- ☐ STD. 840 included with bid
- ☐ DVBE Written Agreement(s)
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE Agreement performance is a “commercially useful function” relevant to the Agreement
- ☐ Listed the estimated dollar amount and/or percentage of Agreement for the DVBE’s participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE’s certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD. 840 included with bid
- ☐ Designated the GFE Option – checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed Agreement
- ☐ Confirmed that listed DVBEs are California certified and verified certification expiration date
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
 - At least 2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication
 - Attached a copy of the advertisement(s) and affidavit(s) of publication
 - The advertisement(s) were published at least 14 days prior to the bid date
 - The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
- ☐ STD. 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD



CALIFORNIA HIGH-SPEED RAIL AUTHORITY

Resolution #HSRA10-011
Approval of Program Management Oversight Contractor

Resolved, that the Board delegates to the Executive Director the authority to enter into contract for the Program Management Oversight work with the highest-ranked firm with which he has been able to reach a satisfactory contract with fair and reasonable compensation once negotiations have been successfully completed.

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